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JUN 22 1979

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June 15, 1979

Washington, D. C.

10529

REGISTERED MAIL

RECORDATION NO. .... Filed 1425

JUN 22 1979-9 25 AM

Secretary of the Interstate  
Commerce Commission INTERSTATE COMMERCE COMMISSION  
Washington, D. C. 20423

Dear Sir:

Enclosed for recordation pursuant to 49 U.S.C. § 11303 is a Security Agreement (Chattel Mortgage and Assignment of Lease Rentals) entered into between MAC Leasing, Inc. and the Mercantile Bank and Trust Company. This Security Agreement pertains to a certain locomotive, below described, which MAC Leasing, Inc. has leased to the Kansas City Power & Light Company. MAC Leasing, Inc. leases such locomotive to Kansas City Power & Light Company pursuant to assignment from Mid-America Car, Inc. which was the original lessor.

The names and addresses of the parties to the transaction are as follows:

- (a) Mortgagor, assignor of lease rentals and lessor of locomotive:

MAC Leasing, Inc.  
930 North Olive  
Kansas City, Missouri

- (b) Mortgagee and assignee of lease rentals:

Mercantile Bank and Trust Company  
1101 Walnut  
Kansas City, Missouri

- (c) Lessee of locomotive:

Kansas City Power & Light Company  
1330 Baltimore  
Kansas City, Missouri

- (d) Assignor of Lease Agreement and cosignatory of Promissory Note secured by attached Security Agreement:

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I.C.C.  
OPERATION BR.

Secretary of the  
Interstate Commerce  
Commission

-2-

June 15, 1979

Mid-America Car, Inc.  
1228 West 55 Street  
Kansas City, Missouri

The description of the locomotive covered by the  
attached Security Agreement is as follows:

1965 Alco S-6 locomotive, Serial Number 6783

The original Security Agreement and two certified  
true copies thereof are submitted for recordation. Attached  
to the original document are the following documents:

- (a) Conformed copy of Promissory Note secured  
thereby.
- (b) Conformed copy of Assignment of underlying  
Lease Agreement to MAC Leasing, Inc. from  
Mid-America Car, Inc.

The document is accompanied by the required recorda-  
tion fee of \$50.00.

The original document should be returned to Mr. L.  
Theodore Reinoehl, Stinson, Mag & Fizzell, P. O. Box 19251,  
Kansas City, Missouri 64141.

Very truly yours,

MERCANTILE BANK AND TRUST COMPANY

By Michael J. Brosnahan  
Michael J. Brosnahan  
Vice President

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

7/5/79

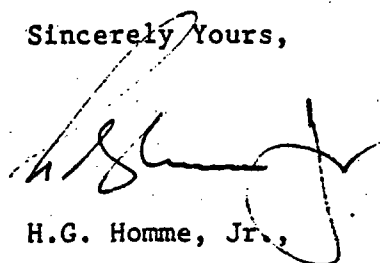
OFFICE OF THE SECRETARY

Michael J. Brosnahan  
Vice President  
Mercantile Bank & Trust Company  
1101 Walnut  
Kansas City, Missouri

Dear Sir:

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 6/22/79 at 9:25am  
and assigned recordation number(s) 10529

Sincerely Yours,

  
H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

CERTIFICATE

10529  
RECORDATION NO. .... Filed 1425

JUN 22 1979 - 9 25 AM

INTERSTATE COMMERCE COMMISSION

STATE OF Missouri)  
COUNTY OF Jackson) SS.

I, JUDITH DROSKIN, a notary public,  
do hereby certify that I have reviewed the attached copy and com-  
pared it to the original document and that it is a true and  
correct copy in all respects.

IN WITNESS WHEREOF, I have hereunto set my hand and af-  
fixed my notarial seal this 19th day of June, 1979.

JUDITH DROSKIN  
Notary Public - State of Missouri  
Commissioned in Jackson County  
My Commission Expires June 29, 1980

Judith Droskein  
Notary Public within and for  
said County and State

(NOTARIAL SEAL)

My commission expires June 29, 1980.

RECORDING NO. 1540

JUN 2 1961

INTERSTATE COMMERCE COMMISSION

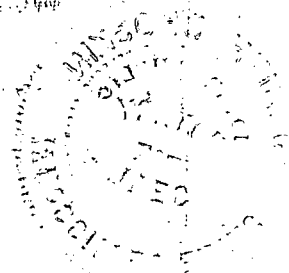
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**SECURITY AGREEMENT  
(CHATTEL MORTGAGE AND ASSIGNMENT OF LEASE RENTALS)**

WHEREAS, the undersigned MAC Leasing, Inc., of 930 No. Olive, Kansas City, Missouri, a corporation (hereinafter called "Borrower"), has made application to Mercantile Bank and Trust Company, Kansas City, Missouri (hereinafter called "Bank"), for a loan of Sixty-Five Thousand Dollars (\$65,000.00), the debt created thereby to be evidenced by Borrower's promissory note in the principal amount of said loan, with interest until maturity on the whole principal balance remaining unpaid from time to time at the rate of fourteen percent (14%) per annum, both principal and interest being payable to the order of Bank in seventeen (17) consecutive monthly installments of Four Thousand Twenty-Five Dollars (\$4,025.00) each, and a final installment of Four Thousand Twenty-Five Dollars (\$4,025.00), the first of such installments being payable on the date thirty (30) days immediately following the date of disbursement of said loan and each subsequent installment, including the final one, on the same day of each consecutive month thereafter. After maturity, whether by acceleration or otherwise, past due principal shall bear interest at the highest lawful rate; and,

able monthly upon demand from the payee or holder, and with interest after maturity, whether by acceleration or otherwise, at the highest lawful rate; and,

WHEREAS, the proceeds of said loan are to be used by Borrower to acquire sole and absolute ownership of the following described property, together with all equipment, attachments, accessories and parts thereof and thereto, (all hereinafter called "Chattels") free and clear of all liens other than that created by this instrument:

Year	Make	No. of Cylinders	Type Body Engine	Model Horsepower	Motor Number	Serial Number
1965	Alco S-6 Locomotive	6	251B	900		6783

and,  
WHEREAS, Borrower has entered into a certain Lease Agreement, a copy of which is attached hereto, by which Borrower has leased said Chattels to Kansas City Power & Light Company for a term of 12 months for a daily rental of One Hundred Ninety-Five Dollars (\$195.00) per month day.

NOW, THEREFORE, in consideration of Bank's making the loan as aforesaid and to secure the payment of Borrower's above described promissory note of even date herewith and all extensions and renewals thereof, and the payment and performance of all Borrower's obligations under this Security Agreement, Borrower hereby:

**I. CHATTEL MORTGAGE**

Grants, bargains, sells, transfers and mortgages unto said Bank the above described Chattels, together with all additions, substitutions and replacements thereof and thereto; provided, however, that if Borrower promptly pays the note described herein and performs all the conditions and covenants hereof this mortgage shall become void, otherwise to remain in full force and effect; and Borrower warrants and covenants that:

1. Borrower has acquired the Chattels with the proceeds of the aforesaid loan as sole and absolute owner free of all liens and will keep the Chattels free and clear of all liens and encumbrances and defend them against the claims and demands of all persons except the lessee named herein and any future lessees, and Borrower will not otherwise transfer, dispose of or encumber said Chattels or any interest therein without prior written consent of Bank.

2. Borrower will pay, when due, all taxes, license fees and other public charges that may be levied against or upon said Chattels and satisfy all claims and liens that may be assessed or imposed upon same.

3. All of said Chattels are now in first-class operating condition and Borrower shall keep the Chattels in first-class operating condition and insured at all times at Borrower's expense against fire (including so-called extended coverage), theft, collision, upset, and comprehensive coverage, and against such other hazards as Bank may require from time to time, in an amount not less than the amount of the unpaid balance of the note secured hereby and with such company as may be satisfactory to Bank, with loss to be payable to Bank and policies therefor to be delivered to Bank; and if Borrower fails to do so, Bank may purchase such insurance at Borrower's expense.

4. In case any other and additional insurance on the Chattels should be taken by Borrower in his own name, the proceeds of such insurance shall belong to Bank, and Borrower will hold same in trust for and immediately remit the same to Bank.

5. Borrower shall obtain a certificate of title on each Chattel covered by this mortgage, causing to have noted thereon a lien or liens in favor of Bank, and to do all acts necessary to preserve and perfect the lien of Bank hereunder as against third parties.

THE BORROWER UNDERSTANDS AND AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF, HEREBY INCORPORATED BY REFERENCE, CONSTITUTE A PART OF THIS SECURITY AGREEMENT.

[CORPORATE SEAL]

DATED: June 14, 1972

MAC LEASING, INC.  
By Arthur P. Blane - President  
BORROWER

## II. ASSIGNMENT OF RENTALS

Assigns, transfers and sets over unto Bank and unto its successors and assigns, all rentals and sums of money due and payable and to become due and payable to Borrower, as Lessor, under or by virtue of the above described Lease Agreement and any and all future lease agreement or agreements covering said Chattels which may be entered into upon the expiration or termination of the aforesaid Lease Agreement, and under any and all renewal terms, extensions or modifications thereof or amendments thereto, and together with all rights, powers, privileges and remedies of Borrower, as Lessor, under any such lease agreement, including, without limiting the generality or effect of the foregoing, the right, power and authority in the event of any default by Borrower under this Security Agreement or the note it secures (i) to enforce payment of any and all rents and sums of money payable under said Lease Agreement, (ii) to enforce the due and prompt performance by Lessee of each and every covenant, condition and stipulation provided in any such lease agreement to be kept and performed by the Lessee, and (iii) to institute any suit, action or other proceeding, at law or in equity, in the name of Borrower, or in the name of Bank, or in the names of Borrower and Bank, to enforce any right or remedy that Borrower, as Lessor, has or may hereafter have or be entitled to under the provisions of any such lease agreement. Until default by Borrower under this Security Agreement or the note it secures, Borrower may collect the rentals hereby assigned and shall hold them separate and apart from other funds and shall use them to pay the debt secured hereby.

Provided, however, this Assignment shall not transfer to or impose upon Bank, or the holder of the note secured hereby, or subject it or any of them to any of the obligations, warranties, undertakings or liabilities of Borrower, as Lessor, to the Lessee under the terms of any such lease agreement above mentioned, and this Assignment shall not affect, modify, relieve or release Borrower, as Lessor, from its obligations, warranties, undertakings and liabilities to said Lessee under the terms of any such lease agreement, it being understood and agreed that notwithstanding this Assignment all of said obligations, warranties, undertakings and liabilities of Borrower, as Lessor, under or with respect to any such lease agreement shall be and remain enforceable by Lessee against, and only against, Borrower, and not against Bank, or any holder of said note; it being further understood that this Assignment is executed as security for the indebtedness hereinabove mentioned, and not absolutely, and that neither Bank nor any holder of said note shall be deemed to have assumed any such lease agreement, or any obligation, duty or liability of Borrower, as Lessor, thereunder.

Borrower expressly agrees and covenants (i) not to accept from any lessee now or hereafter any payment of lease rentals in advance without the concurrent payment of the installment or installments due under the note secured hereby for the same months as the advance rentals paid, (ii) to keep accurate books and records of all rental payments made or due under any lease of said Chattels and to allow Bank to inspect such records at all reasonable times and make copies thereof, (iii) to provide Bank with copies of all future leases of the Chattels promptly upon the execution thereof, and (iv) to promptly enforce all rights of termination and/or forfeiture which it may have under any such lease in the event of a violation by the Lessee of any term or covenant thereof.

## III. DEFAULT, REMEDIES AND GENERAL TERMS

Agrees that:

1. In addition to default in the payment of any installment of principal or interest when due under the terms of the aforesaid note, or the payment and performance of any other obligation hereunder, Borrower shall be in default if any representation or warranty of the Borrower is reasonably determined by Bank to have been false or misleading when made, or if Borrower violates any covenant or agreement contained herein, or if Borrower becomes insolvent, or suspends business as a going concern or makes assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Borrower or any proceeding is instituted by or against the Borrower for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension, or if a receiver is appointed for Borrower or any part of Borrower's property, or if any property of Borrower be seized or levied upon under any writ or order of attachment, execution or garnishment, or if Bank at any time in good faith deems itself or said debt insecure or unsafe or fears that the Chattels may be removed, damaged, disposed of, seized or levied against or otherwise lost or diminished as security.

2. In the event of default, the entire unpaid balance of the note secured hereby and interest accrued thereon shall, at the option of the Bank, be immediately due and payable without notice or demand; and in addition to all of the rights and remedies herein provided, Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code in force in Missouri at the date of this mortgage. Any requirement of the Code for reasonable notice by the Bank shall be met if such notice is mailed, postage prepaid, to the Borrower at the address shown hereon, or at the last known address of Borrower appearing on the records of the Bank at least five business days before the event giving rise to the required notice.

3. In the event Borrower shall fail to maintain insurance, as required hereby, or pay taxes, assessments, costs and expenses which the Borrower is hereby required to pay, or fails to maintain the collateral or to keep the collateral free from other security interests, liens or encumbrances, Bank may make expenditure for any or all of such purposes and the amount so expended, together with interest thereon at the highest lawful rate shall become immediately due and payable by Borrower and shall have the benefit of and be secured by the security interest herein granted and agreed to.

4. In the event of default and repossession by the Bank, the Bank may use the Borrower's license and keys to enter the premises and take custody of any personal property contained therein and remove the same to a place of storage along with said Chattels and may retain custody of the said personal property for a reasonable period of time before returning the same to Borrower, and Borrower hereby expressly waives all claims for damages caused thereby. Borrower hereby agrees that a period of seven days shall in all events be deemed reasonable hereunder and a longer time may be reasonable if the facts so demonstrate. The Borrower, within ten days after the date of repossession, shall deliver to Bank a verified statement specifically advising Bank of all items of personal property which the Borrower contends were in said Chattels at the time of repossession and which were not returned to the Borrower, and Borrower hereby expressly waives any claim for damages arising out of the loss of or failure to return any property which is not specifically listed on such a statement delivered to Bank within such time. The expenses of cleaning and making repairs shall in all events be considered as reasonable expenses of preparing the collateral for sale.

5. If said Chattels are sold, Bank may first apply the proceeds of sale to (or if Borrower seeks to redeem the Chattels before final sale, Bank may charge) all expenses of obtaining possession of, removing, storing, repairing, preparing for sale, advertising and selling said property, including attorneys' fees and legal expenses arising from pursuit of the remedies hereunder, and all liens having precedence over this mortgage which Bank may elect to pay, if any, and all other advancements made by Bank hereunder, including the interest thereon as above provided, and shall apply the residue of the sale price toward the payment of the above described note and pay the surplus, if any, as required by law.

6. All remedies herein specified shall be considered as optional with Bank and cumulative and not a waiver of any other right or remedy otherwise existing in law or equity for the enforcement of this Security Agreement, or the collection of the note secured hereby.

7. This Security Agreement and the obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Missouri, and all terms used herein, which are defined in the Uniform Commercial Code of the State of Missouri in effect on the date hereof, have the same meaning herein as in said Code.

8. This Security Agreement and all rights and liabilities hereunder or pursuant hereto shall inure to the benefit of and bind the successors and assigns of the Bank and the Borrower and to the benefit of any assignee of any liability secured hereby.

9. Any indulgence granted to Borrower shall not be held to establish a custom or constitute a waiver of the Bank's rights hereunder or under any note executed pursuant hereto, and no waiver of any breach of Borrower's covenants herein or in any such note shall constitute a waiver of any future breach or default.

PROMISSORY NOTE

Sixty-Five Thousand Dollars (\$65,000.00)

Kansas City, Missouri  
June 14, 1979

FOR VALUE RECEIVED, the undersigned promise to pay to the order of Mercantile Bank and Trust Company, at its banking house in the City of Kansas City, Missouri, the principal sum of Sixty-Five Thousand Dollars (\$65,000.00), with interest, until maturity on the whole principal balance remaining unpaid from time to time at the rate of fourteen percent (14%) per annum, both principal and interest being payable in seventeen (17) consecutive monthly installments of Four Thousand Twenty-Five Dollars (\$4,025.00) each, and a final installment of Four Thousand Twenty-Five Dollars (\$4,025.00), the first of such installments being payable on the date thirty (30) days immediately following the date of disbursement of said loan and each subsequent installment, including the final one, on the same day of each consecutive month thereafter until this note is fully paid. After maturity, whether by acceleration or otherwise, past due principal shall bear interest at the highest lawful rate.

The undersigned agree that a check or draft received by the holder hereof even though credited on the books of the holder is not a payment hereon until such check or draft is in fact paid, and pending such payment neither the obligation of the undersigned nor the rights of the holder shall be suspended, and no such payment shall relate back to the time of receipt or credit of such check or draft.

In the event of default in the payment of any of said installment payments of either principal or interest, as and when the same become due and payable respectively, the entire unpaid balance of the principal and all installments thereof and the interest accrued thereon shall, at the option of the payee or holder hereof, without demand or notice, become due and payable at once. If this note is not paid at maturity, whether by acceleration or otherwise, and is placed in the hands of an attorney not a salaried employee of the holder for collection, the parties hereto agree to pay ten percent (10%) of the amount of principal and interest then due hereon as an attorney's fee.

All parties hereto, whether as makers, endorsers, guarantors, sureties, or in any other capacity, hereby waive presentment for payment, demand, protest and notice of dishonor, and consent that this note may be extended or renewed from time to time without notice to them or any of them.

This note is secured by a Security Agreement (Chattel Mortgage and Assignment of Lease Rentals) of even date herewith.

[CORPORATE SEAL]

MAC LEASING, INC.

By /s/ Curtis D. Blanc - President

[CORPORATE SEAL]

MID-AMERICA CAR, INC.

By /s/ Curtis D. Blanc - President

STATE OF MISSOURI )  
                              ) SS.  
COUNTY OF JACKSON )

On this 14th day of June, 1979, before me, appeared Curtis D. Blanc to me personally known, who being by me duly sworn, did say that he is the President of MAC Leasing, Inc., a Missouri corporation, and Mid-America Car, Inc., a Missouri corporation, and that the seals affixed to the foregoing instruments are the corporate seals of said corporations and that said instruments were signed and sealed in behalf of said corporations by authority of their boards of directors, and said Curtis D. Blanc acknowledged said instruments to be the free act and deed of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Jackson County, Missouri, the day and year last above written.

(NOTARIAL SEAL)

[Signature]  
Notary Public within and for said  
County and State

Notary Public - State of Missouri  
Commissioned in Jackson County

commission expires

My Commission Expires February 22, 1981